



UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Regional Office
Westchester, IL 60154-5800

April 18, 2005

Mr. Kevin R. White
GIS Supervisor
Milwaukee County
Dept. of Parks & Public Infrastructure
2711 West Wells Street
Milwaukee, Wisconsin 53208

CO55079

Dear Mr. White:

The Census Bureau has instituted the MAF/TIGER Accuracy Improvement Program (MTAIP) to achieve a high level of map coordinate accuracy in our TIGER database. As part of this ambitious initiative, we are seeking, as a first priority among data sources, digital files prepared and provided by state, local, and tribal governments. These files will be used to realign TIGER to a more accurate base, providing that locals are willing to provide the files without royalty or copyright restriction, as part of the MAF/TIGER Accuracy Improvement Project (MTAIP). We are seeking files that have a minimum spatial accuracy of 7.6 meters. For more information on the MTAIP, you can go to the following web site: <http://www.census.gov/geo/mod/backgrnd.html>. You may also refer to Attachment A, which documents the benefits of providing a file to the Census Bureau.

The Census Bureau will not share your file with other Federal agencies without specific approval. We will not sell nor redistribute your data. We will not make your file available to the public, however, information obtained from the file you provide may be included in future Census Bureau products and therefore in the public domain. We also will continue to protect Title 13 confidentiality.

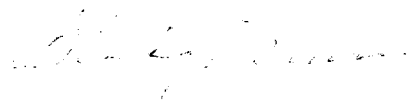
We have reviewed the License Agreement Pertaining to the Non-Commercial Use of Copyrighted Digital Base Mapping Materials, Exhibit C, of the Milwaukee County Automated Mapping and Land Information System (MCAMLIS). We are requesting changes be made to the agreement, specific to the Census Bureau's acquisition of MCAMLIS data. A copy of the revised agreement is enclosed. The hold harmless clause has been stricken from the agreement because this kind of clause results in open-ended liability for the Federal Government, which is a violation of the Anti-deficiency Act, 31 U.S.C. §1341. Therefore, by law, we cannot sign a document containing such a clause. We have also added language that specifically outlines of how we intend to use your data. Finally, although we are unable to credit MCAMLIS in hard-copy products, our digital TIGER/Line[®] file products will contain feature level metadata, which credits the data source.

We are requesting the data layers that include street centerlines, railroads, hydrography, and boundaries (county, townships, municipal). We prefer to receive the files on CD-ROM as ESRI shape (.shp) files, or if it is easier for you, the files may also be emailed to us. If you cannot provide .shp files, we will accept and attempt to work with any format you provide. The file(s) may be sent to Gail A. Krmenec at the following address:

Gail A. Krmenec, Geographer
U.S. Census Bureau
2255 Enterprise Drive, Suite 5501
Westchester, IL 60154-5800
(708) 562-1738 or
gail.a.krmenec@census.gov

The Census Bureau's partnership with local governments is a resource in the ongoing effort to improve the accuracy of the products and data we provide to the public. The Census Bureau looks forward to working with you as we prepare for Census 2010. If you have any questions regarding this request or need further information, please do not hesitate to contact Ms. Krmenec at (708) 562-1738 or Linda Gray at (708) 531-9029.

Sincerely,



Stanley D. Moore
Regional Director

Enclosures (2)

ATTACHMENT A

July 1, 2002

U.S. CENSUS BUREAU'S MAF/TIGER MODERNIZATION PROGRAM Local Government Provision of GIS Digital Files

The U.S. Census Bureau developed and utilizes the Topologically Integrated Geographic Encoding and Referencing (TIGER®) System as the geographic database to support the Decennial Census and other Census Bureau programs, including the American Community Survey. The Census Bureau's MAF/TIGER Enhancements Program seeks to achieve a high level of map coordinate accuracy in TIGER by seeking state, local and tribal government digital files to use as data sources. Although the Census Bureau benefits from acquiring and incorporating information from these GIS files, the providing governments also benefit. These benefits, although at times intangible, include:

- Improved accuracy in data tabulation for governmental units and other small areas, which facilitates redistricting and various federal and state funding programs. These programs are directly affected by the accuracy of data tabulations and population counts.
- The Census Bureau adds the "record ID" of the provided file to TIGER, which will yield better matches between TIGER-related products (i.e., TIGER/Line files) and the local GIS. The result should be easier use of census data, more effective redistricting, and reduced need to reposition TIGER/Lines files to match the local GIS file.
- Improved inventory of streets, addresses, and boundaries in TIGER.
- Improved ability of state, local, and tribal governments to automatically match their address lists and maps with the Master Address File (MAF) and TIGER in ongoing Census Bureau address list and map review/update programs, such as the Local Update of Census Addresses (LUCA).
- Increased ability of the Census Bureau to incorporate more accurate address and geographic data from state, local, and tribal partners in the future.
- Reduction or elimination of labor-intensive update activities (paper map updates) by state, local, and tribal governments because many updates can be performed in a more automated environment.
- Ability to use web-based updating processes for Census Bureau geographic programs (in the future).
- Production of updated TIGER/Line files based on enhanced coordinate accuracy. The Census Bureau also will produce updated ESRI shape files for various governmental and statistical entity boundary sets.
- Enhanced local GIS quality assurance. The Census Bureau will conduct an edit and validation process of state, local, and tribal file submissions, including a formal

assessment of the positional accuracy and topological integrity of geographic data in the local file. This information can be made available to the file provider offering an objective, and hopefully valuable, assessment of data quality.

- The Census Bureau assumes the burden/cost of putting the information from each locally-provided file into a standard (TIGER) format for easy contribution to the National Spatial Data Infrastructure (NSDI). The U.S. Department of Transportation is working with the Census Bureau to facilitate using location-enhanced TIGER as their national roads database and the U.S. Geological Survey plans to use location-enhanced TIGER for the boundary and roads layers in their National Map program.
- The Census Bureau assumes the burden/cost of equating Census 2000 geographic entity boundaries and codes (block numbers) with state/local/tribal files and returns the provider's files with these codes added.
- When the state/local tribal contribution is imagery (aerial photos) the Census Bureau assumes the burden/cost of extracting the features, matching/adding them to TIGER, and provides a GIS file (TIGER/Line) back to the contributor.

Exhibit C

MILWAUKEE COUNTY AUTOMATED MAPPING
AND LAND INFORMATION SYSTEM

*LICENSE AGREEMENT PERTAINING TO THE NON-COMMERCIAL USE
OF COPYRIGHTED DIGITAL BASE MAPPING MATERIALS*

WHEREAS, Ameritech, the Wisconsin Electric Power Company, and the Wisconsin Gas Company (hereinafter referred to as the "Utilities"), are the joint copyright owners of certain digital base mapping materials developed under the Milwaukee County Automated Mapping and Land Information System (hereinafter referred to as "MCAMLIS"); and

WHEREAS, the MCAMLIS program is presently being administered by the Milwaukee County Department of Parks and Public Infrastructure (hereinafter referred to as "County"), through an employee designated as the MCAMLIS Project Manager; and

WHEREAS, the United States Census Bureau, a unit or agency of government, ~~a not-for-profit organization, an educational institution, or a private firm or individual seeking MCAMLIS digital data for internal, non-commercial use~~, has the authority to access these data pursuant to Title 13 U.S.C., Section 6; and is seeking MCAMLIS digital data for enhancing the Topologically Integrated Geographic Encoding and Referencing system (TIGER®) with all or portions of the data set, (hereinafter referred to as the "Requestor"), has filed a request with the MCAMLIS Project Manager to obtain duplicate files of the digital MCAMLIS copyrighted base mapping materials (hereinafter referred to as the "digital base maps"); and

WHEREAS, the Utilities are willing to permit the Requestor to obtain the digital base maps subject to the following conditions and understandings:

1. Subject to the limitations set forth below, the Utilities agree not to object to the Requestor using, reproducing, modifying, and/or displaying the digital base maps; preparing or distributing in non-digital form reports incorporating the base maps derived from the digital files; and distributing the base maps and reports in non-digital form to all parties concerned.

~~The Utilities agree not to object to the Requestor making duplicate copies of the digital base map files for its own internal use. Such files, however, are intended only for the use of the employees and agents of the Requestor; and the Requestor and its employees and agents are expressly prohibited from providing copies of the digital base map files to any other party.~~

~~The Requestor agrees to use the digital base maps only for noncommercial purposes; that is, for governmental and educational purposes and for private purposes when a private firm or individual periodically. Uses selected digital materials — not the entire MCAMLIS digital files — for internal use.~~

2. *The U.S. Census Bureau is expressly authorized to enhance the TIGER® file with all or portions of the data set, and post the enhanced TIGER® file on the internet or sell the enhanced TIGER® file on a DVD. This*

clause is not intended to restrict the distribution of printed mapped information produced from the digital data.

3. *Subject to the uses of data described in this agreement, the requestor agrees to hold the digital base map files in confidence and prevent any third party from having access to those files or to any materials in digital form derived therefrom except as otherwise authorized by the Steering Committee and Sub-committee by special agreement with the Requestor.*

~~The distribution or use of the digital base maps in violation of the foregoing provisions shall be deemed a copyright violation and shall automatically terminate all rights of the Requestor relative to the digital base maps or any materials derived therefrom.~~

4. The Requestor agrees to reimburse the County, if requested, in the amount set forth in the attached cost schedule in connection with obtaining a copy or copies of the digital base maps.
5. The Requestor understands that the digital base maps and materials are being provided AS IS, WITHOUT ANY WARRANTY BY THE UTILITIES AND THE MCAMLIS STEERING COMMITTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND WITHOUT ANY WARRANTY OF ACCURACY. ~~The Requestor hereby agrees to indemnify, defend, and hold harmless the Utilities, the MCAMLIS Steering Committee, the County, and any other party to the MCAMLIS program and their subcontractors from any claims arising out of the Requestor's use of the digital base maps or any information or materials derived therefrom.~~
6. The Requestor understands that neither the Utilities nor the County has any obligation to supplement or update any of the digital base maps provided. Should, however, the Utilities or the County provide any updated digital base maps to the Requestor, such updated maps shall automatically be covered hereunder.

~~In the event that MCAMLIS derived hardcopy maps depicting the MCAMLIS copyright have been modified by Requestor, the Requestor shall describe such modification and depict the modification as clearly distinguishable from the original MCAMLIS base maps. The Requestor agrees not to misrepresent the MCAMLIS base maps, nor to state or imply that modifications made by Requestor were authorized by MCAMLIS.~~

AGREED TO:

Requestor: _____

By: _____ Date: _____
Utilities

By: _____ Date: _____